

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

HCR-MANOR CARE,)	
)	
Plaintiff,)	
)	C.A. No. 07C-10-024 MMJ
v.)	
)	
HELEN ELIZABETH FUGEE and)	
THEODORE C. FUGEE, III, Guardian)	
of the person and property of Helen)	
Elizabeth Fugee,)	
)	
Defendants.)	

Submitted: March 17, 2010

Decided: March 25, 2010

ORDER

Upon Plaintiff's Motion for Reconsideration and Clarification

DENIED

G. Kevin Fasic, Esquire, Law Offices of G. Kevin Fasic, Wilmington, Delaware,
Attorney for Plaintiff

Helen Elizabeth Fugee and Theodore C. Fugee, III, Guardian of the person and
property of Helen Elizabeth Fugee, *Pro Se*

JOHNSTON, J.

1. By opinion dated January 26, 2010, the Court considered plaintiff HRC-ManorCare's motion for summary judgment. Plaintiff was awarded \$34,973.23 plus 5.5% contractual interest against defendant Helen Elizabeth Fugee. Ms. Fugee has passed away. The Estate of Helen E. Fugee has been substituted as a party defendant. The Court did not award attorneys' fees to plaintiff.

2. Plaintiff has moved for reconsideration and clarification. The purpose of reargument is to permit reconsideration of findings of fact, conclusions of law, or judgment of law.¹ Reargument usually will be denied unless the moving party demonstrates that the Court overlooked a precedent or legal principle that would have a controlling effect, or that it has misapprehended the law or the facts in a manner affecting the outcome of the decision. "A motion for reargument should not be used merely to rehash the arguments already decided by the court."²

3. The Admissions Agreement provides that the "Responsible Party will incur personal financial liability on behalf of the Resident should the Responsible Party fail to pay the charges for which the Resident is liable under the agreement

¹*Hessler, Inc. v. Farrell*, 260 A.2d 701, 702 (1969).

²*Wilmington Trust Co. v. Nix*, 2002 WL 356371 (Del. Super.); *Whitsett v. Capital School District*, Del. Super., C.A. No. 97C-04-032 Vaughn, J. (Jan. 28, 1999); *Monsanto Co. v. Aetna Casualty & Surety Co.*, Del. Super., C.A. No. 88-JA-118, Ridgeley, P.J. (Jan. 14, 1994).

from the Resident's income or resources." In addition to the amount awarded to plaintiff, the Estate of Helen E. Fugee is obligated to pay all amounts incurred before October 2006. In his response to plaintiff's motion, Mr. Fugee did not dispute that the cost of Mrs. Fugee's care prior to October 2006 is \$6,495.30.

4. Judgment is entered in favor of plaintiff against the Estate of Helen E. Fugee in the amount of \$34,973.23 plus 5.5% contractual interest; and in the amount of \$6,495.30. Post-judgment interest at the legal rate is awarded. If the Estate of Helen E. Fugee fails to pay \$6,495.30 to plaintiff, defendant Theodore C. Fugee, as the contractual Responsible Party, will be personally liable for that amount plus post-judgment interest.

5. The Court declines to alter its decision regarding attorneys' fees. No attorneys' fees will be awarded. Plaintiffs has failed to demonstrate that the Court overlooked a precedent or legal principle that would have a controlling effect, or that it misapprehended the law or the facts in a manner affecting the outcome of the decision on attorneys' fees.

THEREFORE, Plaintiff's Motion for Reconsideration and Clarification is hereby **GRANTED IN PART AND DENIED IN PART**. This is a final order.

IT IS SO ORDERED.

/s/ Mary M Johnston

The Honorable Mary M. Johnston